

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jul 03, 2024

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

RAFAEL MARTINEZ, an individual,

Plaintiff,

v.

WAL-MART INC., a Delaware

corporation,

Defendant.

No. 1:24-CV-03036-SAB

**ORDER DENYING MOTION TO
DISMISS**

Before the Court is Defendant's Motion to Dismiss the Third Claim of Plaintiff's Complaint, ECF No. 8. Plaintiff is represented by Erika Valencia. Defendant is represented by Clarence M. Belnavis and Stephen Scott. The motion was considered without oral argument.

Upon review, and being fully informed, Defendant's Motion to Dismiss Plaintiff's Third Claim for Relief is denied.

Background

Plaintiff Raphael Martinez ("Martinez") is a resident of Yakima County, Washington. Defendant Walmart Stores, Inc. ("Walmart") is a Delaware corporation operating discount department and grocery stores across the United States, and for purposes of the above-mentioned matter, in Yakima County, Washington.

1 Martinez worked for Walmart as an “unloader” of merchandise from on or
2 about December of 2004, until his shoulder was injured on the job in 2014.
3 Martinez filed a worker’s compensation claim and received medical treatment but
4 suffered permanent physical restrictions from the injury.

5 Martinez informed Walmart of his permanent medical restrictions. Around
6 June 2018, in writing, Walmart offered Martinez a job as a “Customer Host,”
7 which was approved by Martinez’s medical providers. The position consisted of
8 hosting and greeting customers at the door. The offer promised Martinez “would
9 not be required to work beyond his physical requirements outlined by his attending
10 physician.” ECF No. 7 at 5.

11 Once he began the new position, Walmart insisted he perform other tasks,
12 even after Martinez reminded Walmart of his restrictions and after he experienced
13 pain from the new tasks. Those tasks included painting, installing sheetrock,
14 assembling steel shelves, and other tasks.

15 Around March 22, 2021, Martinez was asked to assemble a steel shelf,
16 which he had to do from a ladder, outside of his medical restrictions. A few days
17 later, Walmart terminated Martinez, stating he was “working unsafe while
18 assembling the steel shelf.” ECF No. 7 at 8.

19 Martinez claims the work outside of his medical restrictions and the scope of
20 the Customer Host position was a breach of contract.

21 **Legal Standard**

22 *Fed. R. Civ. P. Rule 12(b)(6)*

23 An amended complaint must contain “a short and plain statement of the
24 claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). Rule
25 12(b)(6) allows a party to move for dismissal if the plaintiff has failed to state a
26 claim upon which relief can be granted. Fed. R. Civ. P. 12(b)(6). Dismissal under
27 this rule is only proper if there is either a “lack of a cognizable legal theory” or
28 “the absence of sufficient facts alleged under a cognizable legal theory.” *Taylor v.*

1 *Yee*, 780 F.3d 928, 935 (9th Cir. 2015); *Balistreri v. Pacifica Police Dep’t*, 901
2 F.2d 696, 699 (9th Cir. 1990). When considering a 12(b)(6) motion, the court
3 accepts the allegations in the complaint as true and construes the pleading in the
4 light most favorable to the party opposing the motion. *Lazy Y Ranch Ltd. v.*
5 *Behrens*, 546 F.3d 580, 588 (9th Cir. 2008). However, this does not require the
6 court “to accept as true legal conclusions couched as factual allegations.” *Parents*
7 *for Privacy v. Barr*, 949 F.3d 1210, 1221 (9th Cir. 2020).

8 To survive a motion to dismiss, the plaintiff must allege “enough facts to
9 state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550
10 U.S. 544, 570 (2007); *see also Levitt v. Yelp!, Inc.*, 765 F.3d 1123, 1135 (9th Cir.
11 2014) (requirements of notice pleading are met if plaintiff makes a short and plain
12 statement of their claims). A claim is plausible on its face when “the plaintiff
13 pleads factual content that allows the court to draw the reasonable inference that
14 the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662,
15 678 (2009). The allegations must be enough to raise the right to relief above a
16 speculative level. *Twombly*, 550 U.S. at 555. It is not enough that a claim for relief
17 be merely “possible” or “conceivable;” instead, it must be “plausible on its face.”
18 *Id.* at 556.

19 *Breach of Implied Contract*

20 “A breach-of-contract claim requires the plaintiff to show that (1) a valid
21 agreement existed between the parties; (2) the agreement was breached; and (3) the
22 plaintiff was damaged.” *Bell v. Boeing Co.*, 599 F. Supp. 3d 1052, 1081 (W.D.
23 Wash. 2022). “Washington courts have been reluctant to extend contract
24 principles” to at-will employment. *Bakotick v. Swanson*, 91 Wash. App. 311, 315
25 (Wash. Ct. App. 1998). A plaintiff can establish the creation of an implied contract
26 by showing “his or her employer created an atmosphere of job security and fair
27 treatment with promises of specific treatment in specific situations.” *Cole v. Red*
28

1 *Lion*, 92 Wash. App. 743, 750 (Wash. Ct. App. 1998). This inquiry involves
2 interpreting contractual provisions and is “normally a question of fact.” *Id.*

3 **Discussion**

4 This motion to dismiss is denied because Martinez has alleged facts
5 sufficient to support a breach of contract claim. Walmart provided the job offer for
6 the Customer Host position, which was signed by both Martinez and his employer
7 on June 14, 2018. The letter states Martinez was “not required to work beyond
8 those physical requirements outlined by [his] attending physician and that of the
9 approved job analyses for Customer Host.” ECF No. 1, Ex. 1. Martinez alleges
10 Walmart stopped providing a position within those parameters when requiring him
11 to assemble the steel shelf. Martinez further claims he suffered damages stemming
12 from this work that was outside the scope of his Customer Host role. A position he
13 allegedly held due to his disability. Therefore, Martinez has stated facts
14 establishing a claim of breach of implied contract sufficient to survive a motion to
15 dismiss.

16 Accordingly, **IT IS HEREBY ORDERED:**

17 1. Defendant’s Motion to Dismiss Plaintiff’s Complaint, ECF No. 8, is
18 **DENIED.**

19 **IT IS SO ORDERED.** The District Court Clerk is hereby directed to enter
20 this Order and to provide copies to counsel.

21 **DATED** this 3rd day of July 2024.



25
26

A handwritten signature in blue ink, reading "Stanley A. Bastian", is written over a horizontal line.

27 Stanley A. Bastian
28 Chief United States District Judge